

207 Waiver

Title

Legal Description

Policy or Appeals

Correspondence Between Legal & Staff

Letter of Authorization



FILE COPY

DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: Larry Kush

PUBLIC BODY: Planning Commission

DATE OF PUBLIC MEETING: Dec. 11, 2019 AGENDA ITEM NO.: 9.5.10

DESCRIPTION OF ITEM: Asst. Living @ McDowell Mtn

☐ I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

☒ I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: I know ~~the~~ one of the (land) owners.

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Signature]  
Signature

12/11/19  
Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.



**DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST**

**NAME:** Larry Kush

**PUBLIC BODY:** Planning Commission

**DATE OF PUBLIC MEETING:** 25 Sept 2019 **AGENDA ITEM NO.:** 4.5.5

**DESCRIPTION OF ITEM:** Senior Living Center

☐ I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

☒ I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

**Explain:** One of the partners that owns the land (George Bell)  
is a client on another property

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Signature] **Signature** 25 Sept 2019 **Date Signed**

**PLEASE NOTE:** Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.



DECLARATION OF  
CONFLICT OF INTEREST OR PERSONAL INTEREST

NAME: Prescott Smith

PUBLIC BODY: Planning Commission

DATE OF PUBLIC MEETING: 11-13-19 AGENDA ITEM NO.: 576

DESCRIPTION OF ITEM: Senior living at McDowell Mtn Ranch

☐ I declare that I have a "substantial interest" in the above-referenced decision or matter, as provided in A.R.S. § 38-501 et seq., and, therefore, declare that I have a conflict of interest in the decision or matter.

Describe the substantial interest held by you or your relative(s) referred to above:

☒ I don't believe that I have a substantial interest in the above-referenced decision or matter and, therefore, do not have a conflict of interest as provided by Arizona law, but I believe that my active participation in the above-referenced decision or matter might raise the perception of undue influence or impropriety.

Explain: \_\_\_\_\_

To avoid a conflict of interest or the perception of undue influence or impropriety, as indicated above, I will refrain from participating in any manner in the decision(s) or matter(s) identified above.

[Signature]  
Signature

11/13/19  
Date Signed

PLEASE NOTE: Completion and filing of this form with the City Clerk's Office is not, by itself, sufficient for a public officer to meet the requirements of the Conflict of Interest law and Code of Ethical Behavior (S.R.C. § 2-47 et seq.). To complete the requirements the public officer must state publicly at the meeting of the public body that he or she has a conflict of interest, or that participation might raise the perception of undue influence or impropriety; then recuse himself or herself, and leave the room while the matter is being discussed and acted upon by others on the public body.

A copy of this form will be filed as a supplement to the public officer's Personal Interest Disclosure form.





# Affidavit of Posting

**Required: Signed, Notarized originals.**

Recommended: E-mail copy to your project coordinator.

☐ Project Under Consideration Sign (White)

☒ Public Hearing Notice Sign (Red)

Case Number: 8-ZN-2019

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

**9909 E. McDowell Mountain Ranch Road**

Site Posting Date: \_\_\_\_\_

**September 5th, 2019**

Applicant Name: \_\_\_\_\_

**Michael Leary**

Sign Company Name: \_\_\_\_\_

**Dynamite Signs**

Phone Number: \_\_\_\_\_

**480-585-3031**

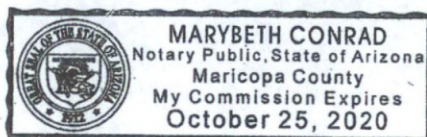
I confirm that the site has been posted as indicated by the Project Manager for the case as listed above.

Michael Leary  
Applicant Signature

9/5/19  
Date

**Return completed original notarized affidavit AND pictures to the Current Planning Office no later than 14 days after your application submittal.**

Acknowledged before me this the 5th day of September 2019

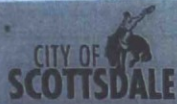


Marybeth Conrad  
Notary Public

My commission expires: 10-28-20

**City of Scottsdale -- Current Planning Division**

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7088



City of Scottsdale  
PUBLIC NOTICE

scan,  
snap,  
save

# ZONING/PUBLIC HEARING

CITY HALL: 3939 North Drinkwater Boulevard

PLANNING COMMISSION: 5:00 P.M., 9/25/2019

CITY COUNCIL: 5:00 P.M., TBD

REQUEST: Rezone from Residential R1-35

PCD Environmentally Sensitive Lands ESL to

Commercial Office CO PCD

CASE NUMBER: 8-ZN-2019

Project Location: 9909 E. McDowell Mountain Ranch Road

**Applicant/Contact:**

Michael Leary  
480-991-1111  
michaelpleary@cox.net

**City Contact:**

Doris McClay  
480-312-4214  
dmccclay@ScottsdaleAZ.gov


Case File Available at City of Scottsdale 480-312-7767

Project information may be researched at: <https://eservices.scottsdaleaz.gov/bldgresources/Cases>

-Penalty for removing or defacing sign prior to date of last hearing -Applicant Responsible for Sign Removal

Posting Date: 9/5/19

13-52-51

	<b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
<b>Schedule A</b>		ISSUED BY <b>First American Title Insurance Company</b>

**Transaction Identification Data for reference only:**

Issuing Agent: Landmark Title Assurance Agency of Arizona LLC Issuing Office: 2555 E. Camelback Rd., Suite 275, Phoenix, AZ

Escrow Officer: Vicki Etherton

Issuing Office File No.: 6182421A-128-V60

Title Officer: Mike Bishop

Property Address: 9875 & 9909 E. McDowell Ranch Road, Scottsdale, AZ

Revision No.:

**SCHEDULE A**

1. Commitment Date: April 4, 2019
2. Policy to be issued:
  - (a) ALTA 2006 Extended Owner's Policy  
 Proposed Insured: **City of Scottsdale, An Arizona municipal corporation**  
 Proposed Policy Amount: \$6,800,000.00
  - (b) None  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
  - (c) None  
 Proposed Insured:  
 Proposed Policy Amount: \$0.00
3. The estate or interest in the Land described or referred to in this Commitment is **A Fee**
4. The Title is, at the Commitment Date, vested in:  
Winstar Pro, L.L.C., an Arizona limited liability company
5. The Land is described as follows:  
**See Exhibit A attached hereto and made a part hereof.**

By:   
 Authorized Countersignature


*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



**8-ZN-2019  
5/13/2019**



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Exhibit A</b>	

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

**PARCEL NO. 1:**

Lot 38, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the South 280.00 feet; and

EXCEPT the West 120.00 feet of said Lot 38, lying North of said South 280.00 feet of Lot 38; and

EXCEPT that portion deeded to City of Scottsdale by instrument recorded November 24, 1999, in Document No. 99-1069622, more particularly described as follows:

COMMENCING at the center of the Southwest quarter of said Section 5, said point also being the Northeast corner of Lot 33 of said Section 5;

THENCE North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 33 a distance of 329.93 feet to the Northwest corner of said Lot 33, said point also being the Northeast corner of Lot 34;

THENCE continuing North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 34 a distance of 329.93 feet to the Northwest corner of said Lot 34, said point also being the Northeast corner of Lot 35;

THENCE South 00 degrees 15 minutes 00 seconds East along the East line of said Lot 35 a distance of 660.26 feet to the Southeast corner of said Lot 35, said point also being the Northeast corner of Lot 38 and the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 12 minutes 30 seconds East along the East line of said Lot 38 a distance of 45.00 feet to a point;

THENCE North 89 degrees 44 minutes 14 seconds West parallel to the North line of said Lot 38 a distance of 210.50 feet, to a point;

THENCE North 00 degrees 12 minutes 30 seconds West a distance of 45.00 feet to a point on the North line of said Lot 38;


THENCE South 89 degrees 44 minutes 14 seconds East along the North line of said Lot 38 a distance of 210.50 feet to the TRUE POINT OF BEGINNING; and

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.





 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY First American Title Insurance Company
<b>Exhibit A (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**EXHIBIT A**

**Legal Description (Continued)**

EXCEPT all coal, oil, gas and other mineral deposits and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials whether or not of commercial value, as reserved in Patent from the United States of America, recorded in Docket 2904, page 175, records of Maricopa County, Arizona.

**PARCEL NO. 2:**

Lot 39, Section 5, Township 3 North, Range 5 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT the West 180 feet of the South 280 feet thereof; and.

EXCEPT that portion conveyed to City of Scottsdale, a municipal corporation, by instrument recorded August 31, 1999 in Document No. 99-0821451, described as follows:

COMMENCING at the center of said Section 5, said point also being the Northeast corner of Lot 33 of said Section;

THENCE North 89 degrees 50 minutes 16 seconds West along the North line of said Lot 33 a distance of 329.93 feet to the Northwest corner of said Lot 33;

THENCE South 00 degrees 13 minutes 46 seconds East along the West line of said Lot 33 a distance of 659.97 feet to the Southwest corner of said Lot 33, said point also being the Northeast corner of Lot 39 and the TRUE POINT OF BEGINNING;

THENCE South 00 degrees 13 minutes 48 seconds East along the East line of said Lot 39 a distance of 67.03 feet to a point;


THENCE Northwesterly along a non-tangent curve, concave to the Southwest, said curve having a radius of 706.81 feet and a length of 176.91 feet, to a point of tangency;

THENCE North 89 degrees 44 minutes 14 seconds West parallel to the North line of said Lot 39 a distance of 155.19 feet to a point on the West line of said Lot 39;

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY First American Title Insurance Company
<b>Exhibit A (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**EXHIBIT A**

**Legal Description (Continued)**

THENCE North 00 degrees 12 minutes 30 seconds West along the West line of said Lot 39 a distance of 45.00 feet to the Northwest corner of said Lot 39;


THENCE South 89 degrees 44 minutes 14 seconds East a distance of 330.05 feet to the TRUE POINT OF BEGINNING; and

EXCEPT all coal, oil, gas and other minerals and except all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value as reserved in Patent from the United States of America, recorded in Docket 2397, page 159, records of Maricopa County, Arizona.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b>
	ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII</b>	

Commitment No.: 6182421A-128-V60

**SCHEDULE B, PART I**

**Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

**TAX MAP**

**TAX NOTE:**

Year	2018
Parcel No.	217-14-037A 4
Total Tax	\$5048.32
First Half	\$2524.16 (paid)
Second Half	\$2524.16 (paid)
(Parcel No. 1)	

**TAX NOTE:**


Year	2018
Parcel No.	217-14-038A 1
Total Tax	\$7352.08
First Half	\$3676.04 (paid)
Second Half	\$3676.04 (paid)
(Parcel No. 2)	

5. FURNISH the Company with Owner's Affidavit executed by Winstar Pro, L.L.C., an Arizona limited liability company.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**SCHEDULE B**

(Continued)

6. USUAL preliminary inspection report by an employee of the Company. The right is reserved to make additional requirements or exceptions upon examination.
7. FURNISH plat of survey of the subject property by a Registered Land Surveyor in accordance with "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys", which became effective February 23, 2016. Said plat shall include the required certification and, at a minimum, also have shown items 1, 8, 11, 16, 17 and 19, from Table A thereof.

NOTE: If Zoning assurances are requested, Items 7(a), 7(b), 7(c) and 9 from Table A, and information regarding the usage of the property must be included.

8. NOTE: We find no open deeds of trust of record. Please verify by inquiry of the principals and/or their agents that the subject property is free and clear of any voluntary encumbrances and advise the Title Department accordingly prior to close of escrow.

9. FURNISH copy of filed Articles of organization of the limited liability company named below which states whether said limited liability company is member managed or manager managed:

Winstar Pro, L.L.C., an Arizona limited liability company

10. SUBMIT fully executed copy of the Operating Agreement (and all amendments) of the limited liability company named below for examination. The right is reserved to make additional requirements upon said examination.

Winstar Pro, L.L.C., an Arizona limited liability company

11. THE RIGHT is reserved to make additional exceptions or requirements upon submission of adequate information concerning the nature of the proposed transaction.


12. RECORD Deed from Winstar Pro, L.L.C., an Arizona limited liability company, to City of Scottsdale, An Arizona municipal corporation.

NOTE: ARS 11:1133 may require the completion and filing of an Affidavit of Value.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2008-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 6182421A-128-V60


**SCHEDULE B**  
**(Continued)**

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.





 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**SCHEDULE B**

(Continued)

**SCHEDULE B, PART II**

**Exceptions**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- I. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

1. MATTERS contained in the Patent from the United States of America, recorded in Docket 2397, page 159, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America;

RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land;

RIGHT OF WAY for roadway and public utilities over the North, South, East, and West property lines;

NOTE: Partial Release of Easement by Southwest Gas Corporation, a California corporation:


Recorded in Document No. 2008-0413162

(Parcel No. 2)

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2006-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY: <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**SCHEDULE B**

(Continued)

2. MATTERS contained in the Patent from the United States of America, recorded in Docket 2904, page 175, reading as follows:

SUBJECT to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States of America;

RIGHT OF ENTRY to prospect for, mine and remove the minerals in said land;

RIGHT OF WAY for roadway and public utilities over the North, South, East, and West property lines;

NOTE: Partial Release of Easement by Southwest Gas Corporation, a California corporation:

Recorded in Document No. 2008-0413163


(Parcel No. 1)

3. WATER RIGHTS, claims or title to water, and agreements, covenants, conditions or rights incident thereto, whether or not shown by the public records.  
This exception is not limited by reason of the disclosure of any matter relating to Water Rights as may be set forth elsewhere in Schedule B.
4. TAXES AND ASSESSMENTS collectible by the County Treasurer, a lien not yet due and payable for the following year:  
2019
5. RIGHTS OF PARTIES in possession.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.
6. ADVERSE MATTERS that may be revealed by an inspection of the land.  
NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2008-2016 American Land Title Association. All rights reserved.  
The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
Reprinted under license from the American Land Title Association.



 <b>First American Title™</b>	<b>ALTA Commitment for Title Insurance</b> ISSUED BY <b>First American Title Insurance Company</b>
<b>Schedule BI &amp; BII (Cont.)</b>	

Commitment No.: 6182421A-128-V60

**SCHEDULE B**  
**(Continued)**

7. LOCATION OF IMPROVEMENTS, easements, discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other facts which a correct survey would disclose.  
 NOTE: This exception will be amended or deleted upon the submission of the corresponding documents required in Schedule B, Part I.

*This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by First American Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Copyright 2008-2016 American Land Title Association. All rights reserved.  
 The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited.  
 Reprinted under license from the American Land Title Association.



# Appeals of Dedication, Exactions, or Zoning Regulations



## Rights of Property Owner

In addition to the other rights granted to you by the U.S. and Arizona Constitution, federal and state law and city ordinances or regulations, you are hereby notified of your right to appeal the following City actions relating to your property:

- 1) Any dedication of exaction which is required of you by an administrative agency or official of the city as a condition of granting approval of your request to use, improve or develop your real property. This appeal right does not apply to a dedication or exaction required as part of a city legislative act (for example a zoning ordinance) when an administrative agency or official has no discretion to determine the dedication or exaction.
- 2) The adoption or amendment of a zoning regulation that creates a taking of property in violations of Arizona and federal court decision.

## Appeal Procedure

The appeal must be in writing and specify the City action appealed and the date final action was taken, and must be filed with or mailed to the hearing officer designated by the city within 30 days after the final action is taken

- No fee will be charged for filing
- The city Attorney's Office will review the appeal for compliance with the above requirements, and will notify you if your appeal does not comply
- Eligible appeals will be forwarded to the hearing officer, and a hearing will be scheduled within 30 days of receipt by the hearing officer of your request. Ten days notice will be given to you of the date, time and place of the hearing unless you indicate that less notice is acceptable to you.
- The City will submit a takings impact report to the hearing officer.
- In an appeal from a dedication or exaction, the City will bear the burden of proving that the dedication or exaction to be imposed on your property bears an essential nexus between the requirement and a legitimate governmental interest and that the proposed dedication or exaction is roughly proportional to the impact of the use, improvement or development you proposed.
- In an appeal from the adoption or amendment of a zoning regulation, the City will bear the burden of proving that any dedication of exaction requirement in the zoning regulation is roughly proportional to the impact of the proposed use, improvement, or development, and that the zoning regulation does not create a taking of property in violation of Arizona and federal court cases.
- The hearing officer must render his decision within five working days after the appeal is heard.
- The hearing officer can modify or delete a dedication or exaction or, in the case of an appeal from a zoning regulation, transmit a recommendation to the City Council.
- If you are dissatisfied with the decision of the hearing officer, you may file a complaint for a trial de novo with the Superior Court within 30 days of the hearing officer's decision.

For questions, you may contact:

City's Attorney's Office  
3939 Drinkwater Blvd.  
Scottsdale, AZ 85251  
480-312-2405

Address your appeal to:

Hearing Officer, C/O City Clerk  
3939 Drinkwater Blvd  
Scottsdale, AZ 85251

Please be aware that City Staff cannot give you legal advice. You may wish, but are not required, to hire an attorney to represent you in an appeal.

## Planning and Development Services

7447 E Indian School Road, Suite 105, Scottsdale, AZ 85251 • Phone: 480-312-7000 • Fax: 480-312-7001

**8-ZN-2019**  
**5/13/2019**

Owner Certification  
Acknowledging Receipt  
Of  
Notice Of Right To Appeal  
Exactions And Dedications

I hereby certify that I am the owner of property located at:

9909 E. McDowell Mountain Ranch Road

(address where development approval, building permits, or city required improvements and dedications are being required)

and hereby certify that I have received a notice that explains my right to appeal all exactions and/or dedications required by the City of Scottsdale as part of my property development on the parcel listed in the above address.



Signature of Property Owner

5-16-19

Date